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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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THE CONTINENTAL INSURANCE COMPANY,	:	
Plaintiff,	:	
vs.	:	DOCKET NO.: 08 CIVIL
HANJIN SHIPPING CO. LTD. and BNSF RAILWAY COMPANY,	:	5479
Defendants.	:	<u>COMPLAINT</u>

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Plaintiff, THE CONTINENTAL INSURANCE COMPANY, through its attorneys, Hill Rivkins & Hayden LLP, complaining of the above named Defendants allege upon information and belief as follows:

FIRST: This Court has jurisdiction pursuant to 28 U.S.C. 1333 in that this is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. This Court also has jurisdiction pursuant to 28 U.S.C. §1331 in that Plaintiff's claim arises under 49 U.S.C. §11706 and/or under federal common law.

SECOND: At and during all the times hereinafter mentioned Plaintiff, THE CONTINENTAL INSURANCE COMPANY, was and now is a corporation organized under the laws of one of the States of the United States with an office and a principal place of business at 40 Wall Street, New York, New York 10005.

THIRD: At and during all times hereinafter mentioned, Defendant, HANJIN SHIPPING CO., LTD. (hereinafter "Hanjin"), was and now is a corporation or other business entity organized and existing by virtue of the laws of one of the States of the United States with an office and place of business at 80 E. Route 4, Suite 490, Paramus, NJ 07652, and was and now is engaged in the business of a common carrier of goods for hire.

FOURTH: At and during all times hereinafter mentioned, Defendant, BNSF RAILWAY COMPANY ("BNSF"), was and now is a corporation or other business entity organized and existing by virtue of law with an office at 520 SE Quincy, Topeka, KS 66612 and was and now is engaged in the business of a common carrier of goods for hire.

AS AND FOR A FIRST CAUSE OF ACTION

FIFTH: Plaintiff reasserts and realleges each and every paragraph above as if fully contained herein.

SIXTH: On or about November 28, 2006, there was delivered to the Defendant Hanjin and/or its agents in good order and condition a cargo of tools and accessories in four containers numbered HJCU4117620, HJCU4217044, HJCU4217379, HJCU4224341, HJCU7282022 and HJCU7578550 which the Defendant received, accepted and agreed to transport, under Bills of Lading numbered HJSCKHHA09372901 and HJSCKHHA09372807, for certain consideration from Taichung, Taiwan to Springfield, MO.

SEVENTH: On or about December 17, 2006 there was delivered to Defendant BNSF and/or its agents the aforesaid cargo of tools and accessories, which the Defendant BNSF received, accepted and agreed to transport for certain consideration from the Port of Tacoma, Washington, to Springfield, MO.

EIGHTH: Thereafter, the cargoes were not delivered and/or delivered short and/or otherwise damaged.

NINTH: By reason of the premises, Defendants breached, failed and violated their duties and obligations as common carriers and bailees of the cargo, were negligent, and were otherwise at fault.

TENTH: By reason of the premises, Defendants breached, failed, and violated their contractual duties and obligations to Plaintiff.

ELEVENTH: Plaintiff was the shipper, consignee, importer, owner and/or subrogated underwriter of the abovementioned shipments and brings this action on its own behalf and as agents and trustees, on behalf of and for the interests of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

TWELFTH: Plaintiff has performed all duties and obligations on its part to be performed.

THIRTEENTH: By reason of the premises, Plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the amount of \$14,000.00.

WHEREFORE, Plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against the Defendants.
2. That if the Defendants cannot be found within this District, that all of their respective property within this District be attached in the sum set forth in this complaint, with interest and costs.

3. That a decree be entered in favor of Plaintiff against Defendants for the amount of Plaintiff's damages, together with interests and costs.
  
4. Plaintiff further prays for such other, further and different relief as to this Court may deem just and proper in the premises.

Dated: June 17, 2008  
New York, New York

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